

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
MUNICIPAL BUILDING, ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
860-638-4895 PHONE
860-638-1995 FAX**



CONTRACT DOCUMENTS

BID# 2015-013

**CAR WASH SERVICES AS NEEDED
VARIOUS DEPARTMENTS
City of Middletown, Connecticut**

BID OPENING DATE: Monday, June 8, 2015 at 11:00 A.M.

**ALL QUESTIONS: CONTACT THE PURCHASING OFFICE AT:
(860) 638-4895 OR PURCHASE@MIDDLETOWNCT.GOV**

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

BID #2015-013 CAR WASH SERVICES AS NEEDED – VARIOUS DEPARTMENTS

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Hereinafter referred to as the **Contract Documents**

**CITY OF MIDDLETOWN
INVITATION TO BID**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Monday, June 8, 2015 at 11:00 AM** for the following:

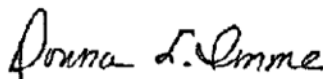
**BID #2015-013
CAR WASH SERVICES AS NEEDED
VARIOUS DEPARTMENTS**

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

Bids will be publicly opened and read aloud in **Room 106**, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut. All bids shall be submitted on the designated forms and in an envelope using the Bid Return Label provided as designated in the Information for Bidders. The City of Middletown shall reserve the right to make an award based on what is in the best interest of the City.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.



Dated: 4/17/15
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted sealed in an envelope using the Bid Return Label provided;

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, they shall immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in

writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Bid Pricing - Bid unit pricing shall be **fixed** for the duration of the contract term specified herein.

7. Time for Executing Contract and Damages for Failure to Execute -Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

8. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Responsive Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award **one (1) contract in the aggregate**, to the lowest responsible bidder, complying with these

specifications, submitting the **lowest total cost** to provide the services, provided sufficient funding is available to award the contract. However, the City reserves the right to award based on whatever is in the best interest of the City.

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidder's professional references (if required), the bidder's reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

9. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing of all equipment, labor and materials as specified to comply with the City's requirements.

10. Term of Contract and Work Order Time frame - The term of this contract shall be for a period commencing on or after **July 1, 2015 and terminating June 30, 2017**, for a contract term of twenty-four (24) months.

11. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional contract period or one (1) year, provided that existing contract pricing will be held firm for the additional contract period, and if to do so is mutually agreeable to the parties.

Authorization to renew this contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to this contract authorizing this extension for the Mayor's signature. No other act shall serve as authorization for renewal

12. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 3:00 PM, Wednesday, May 27, 2015 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the

responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

13. Time for Performance - The bidder shall be required to provide turf care services in accordance with the application schedule specified within.

Failure to meet said application schedule, shall constitute default, and breach of contract and the City may then authorize procurement of such equipment/ material and or service from the most expeditious alternate source available to them.

All excess expenses charged for the alternate procurement of defaulted delivery and or service under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the City the difference between the contract price and what the City must pay to obtain the item from said alternate source.

14. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract documents.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or

arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

17. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

18. Last Payment to Terminate Liability to the Owner - Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the supplier for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

19. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done as to meet all stipulations as set forth in the contract documents. Any contractual

agreement made herein between the contractor and the City shall not restrict the City from utilizing other sources of materials and services; this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis by the contractor to abandon his responsibilities as set forth within this contract or to be used as a claim for damages set forth within the contract documents.

20. Quantities - The quantities of work specified herein are approximate only and are not **guaranteed**. They are included to provide the bidder with an estimate of the City's requirements pursuant to this contract and are included to provide a uniform basis for the comparison of bids. The City of Middletown shall reserve the right to increase or decrease the quantities required or to delete them entirely at the time that the contract is awarded, or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

21. Payment Terms and Invoicing - Payment discounts for early payment are preferred. Terms shall be net 30 days unless specified otherwise.

The bidder shall submit an itemized invoice to the Director of Parks and Recreation on a monthly basis. The Director shall then review and approve the invoice for payment and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

22. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

23. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.

24. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

25. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

26. Americans with Disabilities Act - The contractor/service provider, in performing this agreement will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

27. Alternate Bid - Bidders are requested to provide alternate bid pricing to provide fence line weed kill and disease control services and all organic application and organic fence line weed kill and disease control services at various locations. Bidders are advised that the City of Middletown shall reserve the right to accept and or reject the alternate bid items at the time the contract is awarded. The City further reserves the right to evaluate and award the alternate bid items independently of the base bid items and may award two (2) separate contracts pursuant to this request.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

**SECTION 78-8-M BID PREFERENCE FOR LOCAL
VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:
 - a. City-based bidders.
 - (1) On projects the cost of which are one million dollars total contract

price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest

responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or

physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE **26-11 Provisions to be incorporated**

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT
AFFIDAVIT OF LOCAL VENDOR**

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:
(Check the one which applies.)

- ____ 1. Copy of canceled check for payment of personal property taxes on the business to be
utilized in performance of the Bid.
- ____ 2. Copy of long term lease of the real estate from which the principal place of business is
operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:

My Commission Expires:

**BID # 2015-013
CAR WASH SERVICES AS NEEDED
VARIOUS DEPARTMENTS**

GENERAL SPECIFICATIONS

The City of Middletown will accept proposals for exterior car wash services as required for various municipal vehicles to include, but not limited to, the following municipal departments:

**Mayor's Office
Police Department
Public Works Department
Planning, Conservation and Development Department
Parks and Recreation Department
Health Department
Water and Sewer Department
Central Communications Department**

It is the intent of the City to establish a term contract with the successful bidder for these services with firm pricing in accordance with the contract term specified herein. It is estimated that these services shall be required for 74 municipal vehicles, as shown on the Municipal Vehicle Listing, to include police vehicles, light duty trucks and other passenger vehicles.

The car wash services shall be provided on an "as needed basis" for a contract term of twenty-four (24) months commencing on **July 1, 2015 and terminating June 30, 2017.**

The City of Middletown shall reserve the right to make an award based on what is in the best interest of the City.

CONTRACT REQUIREMENTS

Contract Pricing: Any company interested in providing this service shall be required to provide contract pricing for exterior car wash services to include:

Unit Price per Vehicle: Unlimited use of car wash for exterior car wash, excluding waxing. Payment for services shall be made on a monthly basis. The vendor shall submit itemized invoices to each department noting quantity of vehicles serviced and unit price charged.

Unit Price per Ticket Booklet: Ticket booklets shall contain ten (10) individual tickets each, to be utilized on a per wash basis. Ticket booklets shall be purchased by City departments as needed.

Unit price for Exterior Wax and Interior Cleaning: To include vacuuming, window washing, upholstery cleaning and exterior wax, tire rims cleaning & polishing.

Vehicles To Be Serviced: The vehicles to be serviced under this contract include those vehicles listed on the "Municipal Vehicle Listing". The City of Middletown shall provide the selected vendor with a complete list of all vehicles to be serviced under this contract following award and prior to the start of the service.

Authorization: A purchase order will be issued by each department, which shall serve as authorization for the vendor to furnish the service. For unlimited car wash services itemized. Invoices shall be processed quarterly by Department and will reference this purchase order number and department.

SERVICE REQUIREMENTS

EQUIPMENT/FACILITY:

The vendor shall maintain his/her car wash equipment in good working order and have sufficient car wash bays to service the requirements of this contract. All car washing services shall be provided with 100% cloth washing equipment. Facilities with Auto Serve Wash bays or Touchless Wash Service bays are also acceptable to the City of Middletown. Brush or roller type washing equipment shall not be acceptable.

The facility shall also be equipped with air dry equipment. Any excess water shall be cloth dried from the vehicle following completion of car washing.

The facility shall also provide vacuuming station available **at no charge** for cleaning interior of vehicle by the city employees at the time of wash.

All washing services furnished under this contract must be environmental compliant and met all State and Federal regulations for the washing of vehicles and the disposal of waste water.

HOURS OF OPERATION:

Car wash services shall be available seven (7) days per week. Please list exceptions on proposal page.

ACCEPTANCE OF THE CAR WASH SERVICE VENDOR:

Acceptance of the car wash service vendor shall be contingent upon an evaluation of the facility and equipment proposed by various City Departments. This evaluation shall be made following a drive through the facility.

The City shall reserve the right to reject the car wash service vendor following this evaluation should the equipment or method of car wash, i.e. brush or roller, prove to be unacceptable and or damaging to the vehicle.

ESTIMATED UNLIMITED CAR WASH SERVICES	
DEPARTMENT	VEHICLES
Central Communications	1
Mayor's Office	1
Police Department	48
Total:	50

ESTIMATED NUMBER OF CAR WASH BOOKLETS	
DEPARTMENT	NUMBER OF BOOKLETS
Central Communications	3
Health Department	16
Parks and Recreation	6
Planning, Conservation, and Development	1
Public Works	20
Water and Sewer	5
Total	51

EXTERIOR CAR WAX AND INTERIOR CLEANING SERVICES	
DEPARTMENT	ESTIMATED NUMBER OF CLEANINGS
Central Communications	1
Police Department	15
Total	16

**BID #2015-013
EXTERIOR CAR WASH SERVICES
VARIOUS DEPARTMENTS – MUNICIPAL VEHICLES**

BID PROPOSAL PAGE

Issue Date: **04/17/15**

Reply Date: **Monday, June 8, 2015 at 11:00 AM**

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, Specifications, General Specifications and related contract documents and propose and agree to contract with the City of Middletown to provide services as described here-in for a contract term of twenty four (24) months to commence on or after **July 1, 2015 and terminating on June 30, 2017:**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED:

SIGNATURE AND TITLE

COMPANY NAME

We acknowledge receipt of the following addendum:

___ No. 1 Date: ___/___/___

___ No. 2 Date: ___/___/___

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year. or

YES NO

CAR WASH SERVICES			
#	A. UNIT COST PER VEHICLE/MONTH	B. ANNUAL COST PER VEHICLE	C. TOTAL COST EXTENSION IN FIGURES
1.	UNLIMITED USE OF CAR WASH FACILITY PER MONTH UNIT COST PER VEHICLE, PER MONTH: \$ _____	X 12 MONTHS ANNUALCOST PER VEHICLE ANNUAL UNIT COST: \$ _____	X 50 MUNICIPAL VEHICLES TOTAL COST TO CITY TOTAL COST: \$ _____ (_____)
#	QUANTITY	ITEM DESCRIPTION UNIT PRICE	EXTENSION IN FIGURES
2.	51	UNIT COST PER CAR WASH TICKET BOOKLET TEN (10) TICKETS PER BOOKLET UNIT COST PER BOOKLET: \$ _____	TOTAL COST (QTY X UNIT COST): \$ _____ (_____)
3.	16	EXTERIOR CAR WAX & INTERIOR CLEANING TO INCLUDE VACUUM, WINDOW & UPHOLSTERY CLEANING & TIRE RIM CLEANING & POLISHING	TOTAL COST (QTY X UNIT COST) \$ _____ (_____)
TOTAL PROPOSAL: ITEMS #1-3 INCLUSIVE: \$ _____ (_____) WRITTEN FIGURES			

ADDITIONAL DISCOUNT FOR ANNUAL PAYMENT: _____
(Limited to Item #1 Only – Unlimited Use of Car Wash Facility)

HOURS OF OPERATION: _____

PAYMENT TERMS: _____

DESCRIPTION OF EQUIPMENT AT FACILITY: _____

NUMBER OF BAYS: _____ **NUMBER OF SELF SERVE BAYS:** _____

MAXIMUM HEIGHT OF BAYS IN FEET: _____ **SELF SERVE:** _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ Individual / Sole Proprietor
(Please Check One)

_____ Limited Liability Company

_____ Corporation

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 19)

CITY OF MIDDLETOWN, CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

City, State, and Zip Code

Telephone Number

APPENDIX B - INSURANCE REQUIREMENTS

BID# 2015-013 CAR WASH SERVICES AS NEEDED VARIOUS DEPARTMENTS MUNICIPAL VEHICLES

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverages. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**March 6, 2015
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response

Official Bid Documents Enclosed:

Bid # 2015-013

Exterior Car Wash Services As Needed

Return Date: Monday, June 8, 2015 at 11:00 AM

City of Middletown Purchasing Department

Municipal Building Room 112

245 DeKoven Drive

Middletown, CT 06457

